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P.O. Box 1415
Concord, NH 03302-1415
Attn. James D. Kerouac

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Kevin A. Brookes
REGISTER OF DEEDS

**BEARFOOT CREEK CONDOMINIUM
COVENANTS, RESERVATIONS, RESTRICTIONS
AND EASEMENTS**

1. DEFINITIONS.

(a) "Bearfoot Creek Condominium" or the "Condominium" means the Bearfoot Creek Condominium as created and more fully described by the Declaration of Bearfoot Creek Condominium recorded simultaneously with this instrument.

(b) "Declarant" means Bearfoot Creek, LLC and its successors and assigns. Pursuant to Section 36 of Chapter 356-B of the New Hampshire Revised Statutes Annotated, Declarant shall cede control of the governance of the Condominium to the Unit Owners Association three (3) years after recordation of the Declaration ("Transition Date"). Except as otherwise specified herein, after the Transition Date, all references herein to the "Declarant" shall be considered to mean the Unit Owners Association.

(i) The Declarant may, but is not obligated to, form a Unit Owners Association prior to the Transition Date. Accordingly, unless otherwise specified, any reference to the Board of Directors or Officers of the Unit Owners Association contained in the Declaration, Covenants and Restrictions and By-Laws shall refer to and mean the Declarant until such time as a Unit Owners Association is formed.

(c) "Unit Owners Association" or "Association" means all of the Owners acting as a group in accordance with the Declaration of Condominium of Bearfoot Creek Condominium ("Declaration") and the Bylaws of the Bearfoot Creek Unit Owners Association.

(d) All other capitalized words and phrases shall have the meanings specified in the Declaration and in Section 3 of Chapter 356-B of the New Hampshire Revised Statutes Annotated.

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2. **ARCHITECTURAL AND SITING REVIEW.**

(a) No structure shall be commenced, constructed, erected, placed or permitted to remain in any portion of the Condominium, nor shall any existing structure be altered in any fashion which changes the exterior appearance thereof unless permission in writing to do so has first been obtained from the Declarant. No completed structure, including garages, decks and porches, on a Unit in the Condominium shall have a footprint exceeding the Unit Site as depicted on the Plans and approved by the Declarant. No completed structure shall be of a height of more than two stories above the foundation. The right to prohibit the construction or alteration of any structure which is not well sited, or is not compatible with the style, appearance and value of existing structures or the architectural scheme and concept created for the Condominium, is specifically reserved by the Declarant for itself. All construction and alterations are subject to the Subdivision Plan as approved by the Town of Bartlett Planning Board and all applicable state and local statutes, regulations, and ordinances. Declarant may reject or modify any proposed design for any Unit which does not comply with these Covenants, Reservations, Reservations and Easements or any provision of the Declaration.

(b) **Architectural and Siting Review Process**

(1) In order to obtain the approval of the Declarant to begin construction of a Unit or alteration to a Developed Unit, each Unit Owner shall submit architectural plans reflecting all exterior details and showing proposed building materials for the proposed Unit. The plans shall include all building elevations for the proposed structure. The architectural plans shall be completed by each Unit Owner's architect in strict accordance with Paragraph 17 hereof.

(2) The Declarant shall review the plans described above and provide its approval or notify the Unit Owner of its disapproval of said plans within thirty (30) days from its receipt of said plans. The Declarant shall not be required to give its approval unless and until the plans fully comply with all of the requirements described herein.

(c) Once an approved structure is built upon a Unit Site, no Unit Owner shall make any structural addition, alteration or improvement to the exterior of his or her Unit, or to the Limited Common Area appurtenant to his or her Unit, without the prior written consent of the Declarant as provided herein. No Owner shall paint, decorate or otherwise change the external appearance of his or her Unit, or the appurtenant Limited Common Area, without the prior written consent of the Declarant pursuant to the Architectural and Siting Review process described herein. The Declarant shall be obligated to answer any written request by an Owner for approval of such proposed structural addition, alteration or improvement or such external change within 60 days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Declarant to the proposed addition, alteration, improvement or change. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in any Unit or Limited Common Area requires execution by the Declarant, and provided consent has been given by the Declarant, then the application shall be executed by the Declarant only, without, however, incurring any liability on the part of the Declarant, to anyone on account of such addition, alteration or improvement.

(d) Any plans for any construction or alteration of a Developed Unit shall be in a form satisfactory to the Declarant or the Declarant's architects; and Declarant shall have the right to enter and inspect any Unit to determine whether such construction or alteration is in accordance with the approved plan, the right to require a Unit Owner to remove or re-alter any construction

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or alterations which are in violation of this Section, and, if beginning ten (10) days after written notice of a violation has been delivered by the Declarant, the Unit Owner has not commenced reasonable action to remove such violation, to enter said premises and to do such acts as are necessary to terminate or extinguish such violation, the cost of which shall be borne in the first instance by the Declarant and be assessed in full to the Owner of the unit and be a lien thereon, subject to foreclosure as provided in the Declaration.

(e) The rights and obligations of the Declarant specified in this Section shall inure to the Declarant until such time as a certificate of occupancy is issued by the Town of Bartlett for the final Unit to be constructed in the Condominium. After such occurrence, the rights specified in this Section shall inure to and may be exercised by the Association.

3. CONSTRUCTION OBLIGATIONS.

(a) No Unit Owner shall construct any Developed Unit or any other structure of any except in strict compliance with the plans approved by the Declarant pursuant to the Architectural and Siting Review process established by Section 2 herein. Any changes or modifications to the plans must also be approved by the Declarant pursuant to Section 2 herein.

(b) Construction on any Unit pursuant to a plan approved under Section 2 herein must be continuous and ongoing. Construction must be completed within eighteen (18) months of the date on which the Declarant approved the Unit Owner's plans under Section 2 herein.

(c) Construction must proceed in a good and workmanlike manner, using new and first class materials.

(d) Each Unit Owner, and the Unit Owner's contractors and agents, must use reasonable efforts to avoid disruption to other Unit Owners and the Declarant.

(e) Prior to commencement of construction of a Unit, the Unit Owner's contractor must provide Declarant with insurance certificates demonstrating, at minimum, \$1,000,000 general liability coverage and builder's risk insurance coverage for an amount equal to the full replacement value of the Unit. All such insurance policies must name the Association and the Declarant as an additional insured.

4. RIGHT OF FIRST REFUSAL.

(a) The Declarant reserves for itself, its heirs, successors, and assigns the right of first refusal to purchase any Condominium Unit, the construction of which has not been commenced within five (5) years of the initial purchase by a Unit Owner at a price described in Paragraph 3(c) below ("First Refusal Price"). This right shall inhere in the Declarant after the Transition Date and shall at no time pass to the Association.

(b) If any undeveloped Unit is sold to a third party prior to commencement of construction of the Unit, the five (5) year period herein established shall include the time during which the first and any subsequent Unit Owner held title to the undeveloped Unit and the Declarant may exercise its right of first refusal if construction of the Unit has not been commenced within the aforementioned five (5) year period.

(c) Once a Condominium Unit has been constructed in compliance with these Covenants and Restrictions and the Declaration, the Declarant's right of first refusal shall

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terminate.

(d) In order to exercise its right of first refusal, the Declarant shall provide written notice of its election to exercise the right of first refusal. If the Declarant does not exercise its right of first refusal within sixty (60) days after the date of the notice required by this Section, the right shall terminate, and the Declarant shall promptly provide the Unit Owner, upon request, a recordable statement of waiver of such right of first refusal.

(e) The First Refusal Price shall be equal to the purchase price paid by the Unit Owner at the time of the Unit Owner's purchase, adjusted upwards on a non-compounded annual basis by the lesser of (i) three percent (3%) or (ii) the change in the Consumer Price Index for each one-year period after the date of the Unit Owner's purchase and prorated to reflect any fraction of a year by a factor, the numerator of which shall be the number of days since the date corresponding to the date of the Unit Owners' purchase and the denominator of which shall be 365.

5. MAINTENANCE AND REPAIRS.

(a) The care, maintenance or repair of each Unit, whether Developed or Undeveloped, shall be the sole responsibility of each Unit Owner. However, each Unit Owner shall grant to the Declarant, its agents or assigns, a perpetual and irrevocable easement of entry to perform any maintenance, repairs or renovation, which the Declarant, exercising reasonable discretion, deems necessary for reasons of health or safety, or to maintain and preserve the character of the Condominium.

(b) The Declarant may exercise the easement established by this Section, or may designate or contract with another party, at its sole discretion, to perform any maintenance, repairs, or renovation as described in this Section.

(c) The Declarant shall provide the Unit Owner written notice of the conditions necessitating the maintenance, repair, or renovation to exercise its easement under this Section at least thirty (30) days prior to exercising its easement under this Section. If the Unit Owner does not cure the condition(s) described in the notice or make arrangements satisfactory to the Declarant for the necessary maintenance or repairs within said thirty (30) day period, Declarant may exercise its rights under this Section at any time thereafter.

(d) The cost of the repairs, maintenance, or renovation, together with any ancillary costs (including, but not limited to, attorneys' fees) shall be assessed to the Unit Owner (or Owners) as a Special Assessment as authorized by Section 45 of Chapter 356-B of the New Hampshire Revised Statutes Annotated and described in the Declaration and Bylaws.

6. REMOVAL OF DEBRIS.

(a) The Unit Owner grants to the Declarant, its agents or assigns, a perpetual and irrevocable easement of entry to the Unit or Unit Site to remove debris or other waste material resulting from fire, windstorm or other occurrence, where the exercise of such easement is necessary to complete clean-up of any adjacent Common Land or Limited Common Area to be exercised subject to the conditions set forth in this Section.

(b) The Unit Owner grants to the Declarant, its agents or assigns, a further perpetual and irrevocable easement of entry to the Unit or Unit Site to remove debris or other waste

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material resulting from fire, windstorm or other occurrence, If a Unit is damaged or destroyed in whole or in part as set forth in this Section, and the Unit Owner has not removed any debris or material resulting from such casualty within a reasonable time as determined by the Declarant, in the exercise of reasonable discretion.

(c) To exercise the easement established by Paragraph (b) of this Section, the Declarant shall provide the Unit Owner written notice of the conditions necessitating intervention and shall specify a date certain by which such debris or material must be removed; provided, however, that the Declarant may exercise this easement without prior notice if it reasonably determines that the material or debris or other conditions pose a risk to health or safety.

(d) If the Unit Owner does not cure the condition(s) described in the notice or make arrangements satisfactory to the Declarant for the necessary removal of debris or materials within ten days after receiving the written notice described in paragraph 6(c) above. Declarant may exercise its rights under this Section at any time thereafter and may do all things necessary to render the Unit or Unit Site safe and sightly.

(e) The cost of the repairs, maintenance, or renovation, together with any ancillary costs (including, but not limited to, attorneys' fees) may be assessed to the Unit Owner (or Owners) as a Special Assessment as authorized by Section 45 of Chapter 356-B of the New Hampshire Revised Statutes Annotated and described in the Declaration and Bylaws.

7. APPLICATION TO ADDITIONAL PREMISES.

If the Declarant acquires title to adjacent land, part or parts of such land can, from time to time, be added to the Condominium following approval of the Bartlett Planning Board and in conformity with the provisions of Chapter 356-B of the New Hampshire Revised Statutes Annotated. Any land added to the Condominium shall be subject to these Covenants and Restrictions.

8. USE OF COMMON LAND.

All Unit Owners have the right to use the Common Land, subject, however, to the following restrictions, as well as those set forth in the Declaration and all other provisions of this instrument, inclusive hereof:

(a) No trees, saplings, shrubs, and ground covers may be cut or otherwise removed from the Common Land without the express written consent of the Declarant. Except as expressly approved by the Declarant, all trees, saplings, shrubs and ground covers and their living, undamaged root systems, shall be left in place and maintained in a healthy state. Any Common Land to be cleared for, or in connection with, construction of a Developed Unit must first be approved by the Declarant in connection with and as a part of the Architectural and Design Review process set forth in Section 2, above..

(b) No structures of any type or nature shall be erected, placed, or permitted on Common Land.

(c) No motorized vehicles of any type are permitted on Common Land without the express written permission of the Declarant, provided that each Unit Owner and their guests and invitees shall have the right to pass and repass over the roads of the Condominium.

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(d) No fires are permitted on Common Land.

(e) No habitation or exclusive use of any kind or duration, except as provided in the Declaration, the Covenants and Restrictions, and the By-Laws, is permitted on Common Land.

(f) No items of personal property of any kind, including, but not limited to, lawn furniture or other furniture, ski equipment, clothes lines, or litter, shall be placed or left in the Common Area.

(g) No litter, trash or garbage may be placed or accumulated in the Common Area, except in receptacles specifically designated for that purpose by the Declarant.

(h) Residents and their guests and invitees may use the Ski Trails and Ski Lift for skiing and sledding purposes only.

9. USE OF LAND WITHIN LOT BOUNDARIES.

Use of conveyed Units is restricted to the home and other structures approved through the Architectural and Design Review process, as provided in Paragraph 2 herein.

10. NONRESIDENTIAL USE PROHIBITED.

No structures other than a single-family residence shall be constructed, placed or permitted upon any land in the Condominium. No Unit Owner shall use his Unit for any purpose other than residential use. This section shall not be construed to prevent any Owner from renting or leasing his Unit for residential purposes consistent with the Declaration, Covenants and Restrictions, and the Bylaws.

11. NUISANCES PROHIBITED.

No person shall make any use of any portion of the Condominium which constitutes a nuisance or annoyance to other Unit Owners, or which constitutes a hazard to health or safety.

12. SIGNS AND OUTSIDE STORAGE.

No signs shall be permitted in the Condominium, except that each Unit Owner may maintain a name and address sign not to exceed one square foot in area. Nothing herein shall be construed to prohibit or to prevent the Declarant the right to erect, place and/or maintain street signs, directional signs, signs regulating traffic flow, and a sign identifying the Condominium at or about the entrance to the Condominium leading from the public road.

13. FENCES.

No fences, retaining walls, driveways or landscaping shall be erected on Common Land, except by the Declarant.

14. PETS AND LIVESTOCK.

No pets are permitted unless expressly approved in writing by the Declarant, with the exception of ordinary and customary household pets, such as cats, dogs and small birds, which are kept within the Unit. Whenever a pet is in the Common Area, it must be under the pet

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owner's supervision and on a lease. The Declarant has the right to revoke this permission at any time based upon complaints by other Owners.

15. OVERHEAD LINES PROHIBITED.

All utilities serving a Unit, including without limitation, electrical, gas, propane, water and telephone service lines shall be placed underground in a location first approved by the Declarant in writing.

16. PARKING.

Each Unit is entitled to parking for one registered, non-commercial vehicle per bedroom. Parking is restricted to garages and driveways adjacent to each Unit. Overnight parking for additional vehicles is not allowed without the express written permission of the Declarant. No overnight parking on street shall be allowed without written permission of the Declarant. No commercial vehicles may be parked at the Condominium, except those actively used by a Unit Owner or a Unit Owner's guest or invitee. No unregistered vehicle may be parked on the driveways.

17. DESIGN AND ARCHITECTURAL SPECIFICATIONS.

The plans submitted to Declarant pursuant to Section 2, and any Developed Unit or other structure built pursuant such plans shall, unless otherwise specifically permitted in writing by the Declarant, conform to the following design and architectural criteria:

(a) Each home must be constructed within the Unit Site with a footprint that does not exceed 2,300 square feet, including garage. No home or any portion thereof may occupy an area of more than 38 feet by 58 feet, unless specifically authorized by Declarant in writing.

(b) No home shall be of a size which is less than 2,500 square feet of finished living space or more than 6,000 square feet and shall not exceed four (4) bedrooms. No home shall contain more than one kitchen, except with express written permission of the Declarant.

(c) Each home must be designed and constructed using materials consistent with the overall design of the Condominium. All design plans must be approved by the Declarant as provided in Section 2 herein before construction may begin. Specific design elements and requirements for exterior materials and colors will be provided by the Declarant, however, the basic elements shall include the following:

- (i) Each home must be designed using the "Craftsman" or "Ski Lodge" design style, consistent with the overall architectural scheme of the Condominium. All roof lines and house shapes and details must be consistent with the designated design style.
- (ii) All home exteriors must be clad in a natural stained wood cedar shingle with wood trim painted a dark color. Windows must be metal clad and will be of a color to complement the wood trim.
- (iii) Where more than eighteen (18) inches of concrete foundation is exposed above grade, natural stone facing must be used to clad exposed foundations or column bases, and only natural stone chimneys may be

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installed.

- (iv) Roof shingles will be specified by the Declarant.
- (v) All exterior lighting must be lantern style to complement the common area street lighting.
- (vi) Exterior hot tubs may be permitted under Section 2 herein so long as they fit within the Unit Site and are adequately screened from view.
- (vii) Except with respect to windows as provided in Paragraph (c)(ii) of this Section, no vinyl or metal may be used on any part of the exterior of any Unit without the express written permission of the Declarant.
- (viii) Declarant may specify any other reasonable external materials or finishes at its sole discretion.

(d) No Unit may include skylights, solar panels, antennae, or satellite dishes without the express written permission of the Declarant. No such permission will be granted unless these items can be adequately screened from view.

(e) The Plans submitted by the Unit Owner to the Declarant shall specify any proposed disturbance to the Common Land, and shall indicate with specificity each area of the Common Land in which the Unit Owner proposes to clear trees, brush or vegetation in connection with the construction or alteration of a Developed Unit.

(f) No work whatsoever may be begun on a Unit Site or upon a Developed Unit, unless the Declarant has approved in writing plans which comply with all requirements set forth in this Section 17 and in Section 2 hereof.

18. LANDSCAPING FEE.

At the time the Unit Owner commences construction of his or her Unit, the Unit Owner must pay a \$7,500 fee to the Declarant for initial landscaping of the Common Areas surrounding the Unit. This obligation shall continue after the Transition Date and shall at no time inure to the benefit of the Association. Landscaping and maintenance of common areas once installed will be the responsibility of the Association.

19. INSTALLATION OF UTILITIES.

Declarant has installed water, cable television, and electric utility lines in the street. Each Unit Owner is responsible to arrange for, and pay all costs related to, the connection of the water line, cable television, and electric utilities to his or her Unit. In addition, each Unit Owner is responsible for arranging for installation and obtaining propane gas service at his or her Unit, in a location approved in writing by the Declarant prior to installation. Maintenance of common utilities located within or under Common Area shall be the responsibility of the Association. Maintenance of all such utilities within a Unit shall be the sole responsibility of the Unit Owner.

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20. SEPTIC SYSTEMS.

Each Unit Owner is responsible for the cost of installation of his or her own septic tank, distribution box, and line to a common leach field. Each Unit Owner is responsible for payment of its pro rata share of the installation of the common leach field which provides service to his or her Unit. Declarant will arrange for all permits, approvals, and installation services required for the installation of septic systems. The obligation to arrange for permits, approvals, and installation services shall continue after the Transition Date and shall at no time become an obligation of the Association after the system has been installed. The maintenance of common septic systems, once installed will be the responsibility of the Association.

21. INSTALLATION OF DRIVEWAYS.

Asphalt Driveways shall be installed by the Declarant. This obligation shall survive the Transition Date and at no time become an obligation of the Association. Each Unit Owner is responsible for cost of construction of the asphalt driveway associated with his or her Unit; provided, however, that, if the Unit is served by a shared driveway, the Unit Owner shall pay a pro rata share of the cost to construct the driveway as determined by the Declarant. Maintenance of driveways, once installed, will be the responsibility of the Association.

22. FINES, ASSESSMENTS, AND ORDERS.

Prior to the Transition Date, Declarant may assess fines and penalties, as set forth in the Bylaws, to any Unit Owner who violates any provision of this instrument, or on whose behalf any such violation occurred. In addition, prior to the Transition Date, Declarant may make any orders required to restore compliance with this instrument. After the Transition Date, the Association shall assume the power to enforce this instrument.

23. AMENDMENTS.

(a) The Declarant may amend this instrument at any time prior to the Transition Date and, after such Transition Date, this instrument may be amended by a unanimous vote of all Unit Owners, which shall be evidenced by written consents that shall be recorded in the Carroll County Registry of Deeds along with any such amendments to said instrument.

(b) Notwithstanding paragraph (a) of this Section, Declarant has an absolute right to amend this instrument to conform with FNMC or FHLMA requirements, as may be amended from time to time, without consent of the Unit Owners or the mortgagees; provided, however, that Declarant shall provide written notice to all Unit Owners and eligible mortgagees of any such amendment.

(i) The rights and obligations of the Declarant specified in this Paragraph shall inure to the Declarant until such time as a certificate of occupancy is issued by the Town of Bartlett for the final Unit to be constructed in the Condominium. After such occurrence, the rights specified in this Section shall inure to and may be exercised by the Association

24. Third- Party Liens.

(a) Unit Owners shall take all action necessary to avoid imposition of liens on the

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Unit by persons entitled to establish such liens, including, without limitation, workmen's or materialmen's liens; and shall inform both the Declarant and the Association in writing of the imposition of any such lien within five (5) business days after it has been placed of record. The notice shall state the name and address of the lienor, the nature of the lien, the statutory or common law authority for the lien, the amount of the lien, and any other information reasonably necessary for the Declarant or the Association to take the further or remedial steps set out in this Section.

(b) Upon receipt of such written notice, the Declarant and/or the Association may elect to cure such lien by payment to the lienor. Any such payment may be recovered from the Unit Owner by special assessment, together with costs and interest equal to ten percent (10%) per annum. If the payment has been made by the Association, the special assessment shall be credited to, and paid to the Association.; if by the Declarant, then the amount paid by the Declarant to cure the lien, with interest and costs as described above, shall be collected by the Association and paid over to the Declarant

(c) Nothing contained in this Section shall prevent any Unit Owner from giving a mortgage on his or her Unit, in conformity with the Declaration and By-laws.

(d) The Rights set forth in this Section shall inure to the Declarant until a certificate of occupancy is issued by the Town of Bartlett on the final Unit to be constructed in the Condominium, and may be simultaneously exercised by the Association, at any time after the same shall be formed pursuant to the Declaration and the By-Laws.

26. REMEDIES CUMULATIVE

All remedies set forth herein as available to the Declarant, the Association or both shall be cumulative and shall not limit in any way the full range of remedies, actions, or causes of action, at law or equity, which may be exercised by the Declarant, the Association or both for violations of, or to otherwise vindicate their rights under, this Instrument, the Declaration or the By-Laws.

27. APPOINTMENT OF DECLARANT AS ATTORNEY-IN-FACT.

Each Unit Owner shall, upon purchase of his or her Unit, appoint the Declarant as his or her attorney-in-fact for the purpose of enforcing this instrument. Such authority shall pass to the Association after the Transition Date, and shall also remain with and inure to the Declarant with respect to the powers and obligations which shall inure to it beyond the Transition date under this instrument.

28. ACCEPTANCE OF CONDOMINIUM DOCUMENTS AND COVENANTS AND RESTRICTIONS RUN WITH THE LAND.

(a) The acceptance of a deed to, or the entering into occupancy of, any Unit shall constitute an express agreement that the provisions of the Declaration, this instrument, the Bylaws and the Rules, as they may be lawfully amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be enforceable servitudes and covenants running with the land and shall bind any Person having at any time any interest or estate in such Unit, as though such provision were recited and stipulated at length in each and every deed of conveyance or lease thereof or

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agreement relating thereto.

(i) Notwithstanding Section 23(a) or any other provision of this instrument, the Declaration or the By-Laws, if the Condominium shall be terminated pursuant to RSA 356-B:34 and the statement of termination approved by the Unit Owners pursuant to that statute shall include a specific statement terminating these Covenants and Restrictions, then these Covenants and Restrictions shall likewise terminate upon recordation of the said statement of termination in accordance with RSA 356-B:34.

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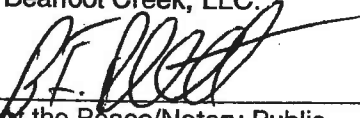
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 25th day of March, 2005.

Declarant: Bearfoot Creek, LLC

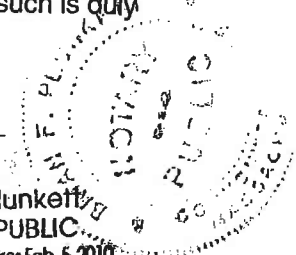
By: 
James Rader, Managing Member

STATE OF Mass.
COUNTY OF Suffolk

On this 25th day of March, 2005, personally appeared, James Rader, personally known to me or satisfactory proven to be the person whose name is subscribed to the within instrument; and acknowledged that he is Managing Member of Bearfoot Creek, LLC, and as such is duly authorized to execute the same on behalf of Bearfoot Creek, LLC.


Justice of the Peace/Notary Public

Printed Name: Brian F. Plunkett
My Commission expires: NOTARY PUBLIC
My commission expires Feb. 5, 2010



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